# CONTRACT #2 RFS # N/A FA # N/A

# **University of Tennessee Health Science Center**

VENDOR: Galen Publishing, LLC



November 2, 2009

Fiscal Review committee

Nashville, TN 37243-0057

320 Sixth Avenue, North - 8th Floor

Finance and Operations 62 South Dunlap Street Memphis, TN, 38163

## RECEIVED

NOV 0 3 2009

## FISCAL REVIEW

Dear Mr. White,

Mr. Jim White Executive Director

The University of Tennessee Health Sciences Center entered into a contract with Galen Publishing to produce the "University of Tennessee College of Pharmacy Advances Studies in Pharmacy Journal". Under this agreement, the University is responsible for academic oversight of the Journal contents, including the provision of accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal material. Galen Publishing is responsible for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational material for the Journal and related activities.

The original contract, along with two amendments, was for the period of February 1, 2002 through January 31, 2010 with a total UT maximum liability of \$2,530,000. Revenue secured by Galen provides the Journal's funding support. The grants secured by Galen for the Journal come directly to the University for distribution. Under the terms of this agreement, UT is entitled to an 8% accreditation fee for grants secured by Galen.

The contract presented to the Committee for consideration amends the existing contract and subsequent amendments to extend the term of the agreement through June 30, 2012 and to increase the University's total maximum liability to \$5,000,000. We are requesting to make this amendment effective January 1, 2010 (one month early) as we have reached the maximum liability for this relationship sooner than anticipated. Attached for your information is a table detailing the revenue and expense for this contract to date.

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,

Anthony & Lerrare>

Vice Charcellor for Finance and Operations

ECAMPAIGN ST FOR TENNESSEE

# $\frac{Supplemental\ Documentation\ Required\ for}{Fiscal\ Review\ Committee}$

*Contact Name:	Anthony	A. Ferrara		*Contact Phone:	901-44	8-5523
*Original Contract Number:	N/A		*	Original RFS Number:	N/A	
Edison Contract Number: (if applicable)				Edison RFS Number: (if applicable)		
*Original Contract Begin Date:	02/01/02		*	Current End Date:	01/31/1	0
Current Request A		nt Number: (if applicable)	2			
Proposed Amend	ment Effe		1/:	1/10		·
*Dep	artment S	Submitting:	Ur	niversity of Tenn	essee	
		*Division:	Не	ealth Science Cer	nter	
	*Date	Submitted:	10	/23/09		
*Submitted W	ithin Sixt	v (60) davs:	Υe	es		
	science contrare connection became a per motion of	ot, explain:			****	
*Coi		ndor Name:	Ga	len Publishing,	LLC	
**************************************		m Liability:	9	,530,000.00		
*Current Contract All (as Shown on Most Curr	ocation by	y Fiscal Yea	r:	et Summary She	et)	
FY:2002-07 FY:200		FY:2009		FY:2010	FY:	FY:
\$0 \$903,0	24.30	\$1,595,572.	55	\$31,403.15	\$	\$
*Current Total Expendent tack backup document						
FY: 2002-07 FY: 20		FY:2009		FY:2010	FY	FY
\$0 \$903,0	24.30	\$1,595,572.	55	\$31,403.15	\$	\$
IF Contract Allocation greater than Contract Expenditures, please greasons and explain wfunds were spent:  IF surplus funds have forward, please give thand provide the authorary forward provision.  IF Contract Expenditute Contract Allocation, pleasons and explain he was acquired to pay the	give the here surp been car ne reasons rity for the n: ures exceed lease give ow fundir	ilus ried s ee eded the				
*Contract	tate:	. ·		Federal:		:

# Supplemental Documentation Required for Fiscal Review Committee

Source/Amount:	
Interdepartmental:	Other: Funds are secured through Galen Publishing.
If "other" please define:	
Dates of All Previous Amendments or Revisions: (if applicable)	Brief Description of Actions in Previous Amendments or Revisions: (if applicable)
February 1, 2007	Establishing term through 1/31/08 and maximum liability of \$2,530,000
February 1, 2008	Extending term through 1/31/09
April 1, 2009	Correction of clerical error in previous
_	amendment to extend services through 1/31/10
Method of Original Award: (if a	oplicable)
*What were the projected cost service for the entire term of the o prior to contract	contract

## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested. If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made. \*\*See attached justification\*\* Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures. Deliverable FY: FY: FY: FY: FY: description: Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable. Deliverable FY: FY: FY: FY: FY: description: Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables. Proposed Vendor Cost: FY: FY: FY: FY: FY: (name of vendor) Other Vendor Cost: (name FY: FY:

of vendor)

of vendor)

Other Vendor Cost: (name

FY:

FY:

# Supplemental Documentation Required for Fiscal Review Committee Attachment

The College of Pharmacy's relationship with Galen Publishing is primarily a receivable contract for the production and dissemination of "Advanced Studies in Pharmacy" modeled after the Johns Hopkins Advanced Studies in Medicine program. This program essentially allows Galen Publishing to use its established contacts and partnerships in the pharmaceutical industry to secure monetary grant awards for various disease related topics for publication that the College of Pharmacy maintains editorial oversight, project monitoring, and overall approval. All programs materials and manuscripts are written by and edited by faculty of the College of Pharmacy. Galen Publishing is the only vendor in the country with the facilities, wealth of industry contacts, access to live seminars, and the editorial expertise to provide the services for which the University would lend its name to enter in to this partnership. Moreover, the relationship with Johns Hopkins adds to the stature and image of the program.

Revenues are secured by Galen for the production of "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". For 8% of this revenue, the University provides accreditation for the Journal. The funds are receipted through the University system. The University collects the 8% for accreditation fees and pays Galen their portion of the secured funds. There is no way to predict how and when these funds will be secured by Galen.

See attached worksheet that details the net revenue of this contract.

# GALEN PUBLISHING CONTRACT CONT # 8500009549/104690/99038/75438 CONTRACT TERMS: 02/01/02 - 01/31/10

	Net Revenue	to UT											\$78,522.20																				\$138,744.45	\$47,812.85	\$265,079.50
	Contract Payments	By FY and Balance	\$2,530,000.00																																(20.00)
	UT Payments	To Galen				000000000000000000000000000000000000000		000000000000000000000000000000000000000						100 800 250					08407475	143 305 000		100000000000000000000000000000000000000	0.565.588.00	120000000000000000000000000000000000000	10000			(05 per 2013)	100000000000000000000000000000000000000		000000000000000000000000000000000000000				
		UT Check Date		10/25/2027	1/31/2008	11/29/2007	11/29/2007	1/28/2008	2/15/2008	7/17/2008	7/17/2008	7/17/2008		772472008	8/25/2008	772372008	9/5/2008	9/29/2008	10/23/2008	1/14/2009	1/14/2009	12/16/2008	1/2/2019	1/14/2009	1714/2009	3,14/2009	1/23/2009	1/23/2009	2/11/2009	6/25/2008	772,720,09	7/2/2009		10/76/2019	
	its	ear UT Check#		C82175T1#	#11358718	#11335283	#11335283	#11356971	#11364685	#11429597	#1142059	#11429597		#11431664	#11444456	#11431664	\$95600000	#11456707	#11468826	#1498535	#11498535	#11489678	#11494723	#114985#5	#11498535	#11498535	#11501129	#11501179	#11507577	#11553079	#11555970	#11555970	.00	5.00 #11596026	
01/31/10	Grantee Payments	To UT By Fiscal Year										1	\$981,546.50																				\$1,734,317.00	\$79,216.00	
CONTRACT TERMS: 02/01/02 - 01/31/10		Payments to UT		\$242,643.75	\$20,000.00	\$150,000.00	\$198,406.00	\$74,113.00	\$52,781.25	\$99,525.00	\$25,000.00	\$119,077.50		\$51,878.00	\$80,881.25	\$30,000.00	\$30,000.00	\$30,000.00	\$15,440.00	\$155,770.00	\$24,800.00	\$17,594.00	\$39,693.00	\$155,015.25	\$7,301.00	\$14,823.00	\$162,175.00	\$119,450.50	\$602,725.00	\$129,155.00	\$24,800.00	\$42,816.00		\$79,216.00	
CONTRACT 1		Check Number		Ck # 2266431	Ck # 177904	Ck # 92844	Ck # 198406	Ck # 5612473	Ck # 2291666	Ck # 0202001565	Ck # 200757	Ck # 2318869		Ck # 5759184	Ck # 2321974	Ck # 01761557	Ck # 01771379	Ck # 01778685	Ck # 01786712	Ck # 108790	Ck # 108790	Ck # 2351624	Ck # 2354049	Ck # NY01005939575	Ck # 5862214	Ck # 5862215	Ck # 10074720	Ck # 2358916	Ck # 5885808	Ck # 1000014950	Ck # 113480	Ck#113481		Ck # 1000039269	
		ASIP Grantees	<b>333</b>	Bristol-Myers Squibb Company	Amgen	King Pharmaceuticals	King Pharmaceuticals	OMJ Scientific Affairs/Johnson & Johnson	Bristol-Myers Squibb Company	Amgen USA	Purdue Pharma L. P.	Bristol-Myers Squibb Company		OMJ Scientific Affairs/Johnson & Johnson	Bristol-Myers Squibb Company	GlaxoSmithKline	GlaxoSmithKline	GlaxoSmithKline	GlaxoSmithKline	King Pharmaceuticals	King Pharmaceuticals	Bristol-Myers Squibb Company	Bristol-Myers Squibb Company	Pfizer Inc	OMJ Scientific Affairs/Johnson & Johnson	OMJ Scientific Affairs/Johnson & Johnson	Teva Neuroscience	Bristol-Myers Squibb Company	OMJ Scientific Affairs/Johnson & Johnson	Johnson & Johnson	King Pharmaceuticals	King Pharmaceuticals		OMJ Scientific Affairs	Y BALANCE
		Inv Date Invoice Number	UNIVERSITY STANDARD MILITARY	9-Oct-07 Inv # 2007-37-1	31-Oct-07 Inv # 2007-45-1	31-Oct-07 Inv # 2007-44	8-Nov-07 Inv # 2007-48	10-Dec-07 Inv # 2007-51-1	6-Feb-08 Inv # 2008-2-1	7-May-08 Inv # 2008-18-1	15-May-08 Inv # 2008-20	17-Jun-08 Inv # 2008-5-1		16-Jul-08 Inv # 2008-51-2	14-Jul-08 Inv # 2007-37-2	14-Jul-08 Inv # 2008-22-1	14-Jul-08 Inv # 2008-22-1	17-Sep-08 Inv # 2008-22-3	14-Oct-08 Inv # 2008-22-4	12-Nov-08 Inv # 2008-32 A-1	12-Nov-08 Inv # 2008-32 B-1	5-Dec-08 Inv # 2008-2-2	16-Dec-08 Inv # 2008-5-2	5-Jan-09 Inv # 2008-38-1	5-Jan-09 Inv # 2007-51-4	5-Jan-09 Inv # 2007-51-3	13-Jan-09 Inv # 2008-36	12-Jan-09 Inv # 2008-41-1	2-Feb-09 Inv # 2008-39-1	12-Jun-09 Inv # 2008-39-2	24-Mar-09 Inv # 2008-32 B-2	24-Mar-09 Inv # 2008-32 A-2		2-Oct-09 Inv # 2008-39-3	UNIVERSITY'S MAXIMUM HABILITY BALANCE
		Fiscal Year		2002/08										2008/09																				2009/10	

\*Paid up to the balance remaining on the contract.

				CC	NTRAC	T Sl			<u> </u>	SHEET				021406
RFS#							Contrac	t #						
			N/	Ά						N	/A			
State A	gency						State A	genc	y Div	vision				
Univer	sity of Ten	nessee					Health	Scie	nce	Center				
Contrac	tor Name						Contrac	tor II	D#(	FEIN or SSN)				
Univer	sity Health	Systems					C-	or	X	<b>V</b> - 31-162	26179	)		
Service	Descripti	on						····		_				
Procur	e the UT (	College of	Phar	rmacy A	Advanced Studie	s in Pha	armacy Jou	rnal						
Con	tract BEC	IN Date			Contract END D	ate	Subre			or Vendor?		CFI	DA#	
	2/1/200				6/30/2012			V	end)	or		N	I/A	
Mark Ea	ch TRUE						_							
N/A		tor is on S				X				m W-9 is on f				
	nt Code	Cost Co		r	Object Code		und	F	undi	ing Grant Coo	le	Funding		Code
	/A	N/A	<del>\</del>		N/A		N/A			N/A			N/A	
FY	,	State		····	Federal	Interd	departmen	tal		Other		TOTAL Co		
2002-10			_						\$	2,530,000		\$	2,530,0	
2010-12									\$	2,470,000	0.00	\$	2,470,0	00.00
												\$		-
												\$		-
												\$		· -
												\$		
TOTAL:	\$	-		\$	400	\$		-	\$	5,000,000	0.00	\$	5,000,00	00.00
<u></u> -с					S ONLY —	State A	gency Fis	cal C	ont	act & Telepho	ne #			
FY		Contract 8		THIS	Amendment ONLY			Ma	ary C	arr McDonald, 8	65-97	<b>74-6326</b>		
2002-10	\$ 2	2,530,000.	00		•	State A	gency Bu	dget	Offi	cer Approval				
2010-12				\$	2,470,000.00			С	harl	es M. Peccolo	, Trea	asurer		
														·
										fication, required				
•							• •	•		nbered to pay of	-	•	•	a to be
TOTAL:	\$ 2	,530,000.	00	\$	2,470,000.00									
	1/3	1/2010		6	3/30/2012									
			_		or base contracts v		· · · · · · · · · · · · · · · · · · ·	FA or	GR)			<b></b>		
Afric	an Americ	an -		Person	w/ Disability	His	panic	ļ		Small Busines			sadvantag	ed
Asia				Female			ive America			OTHER minori			<u>-</u>	
		tion Metho	od (	complet	e for ALL base co			ndmer	nts o					
	RFP Non-Comp	etitive Neg	gotia	tion	Competiti Negotiatio	_	tiation vernment(eg	j,ID,G(	3,GU)	<b>—</b>		e Competitiv	'e Method	
Procure	ment Pro	cess Sum	mar	y (com	plete for Alternativ	e Method	i, Competitiv	e Neg	otiat	ion, Non-Compe	titive	Negotiation,	OR Other)	
				·····										
Th '						- 41 ¢		l		tandha Hart			U	
	es obtained ot obtainabl				erative partnershi	p tnat res	uits in added	ı reve	nue t	or the University	OTIE	ennessee Col	lege of Pha	ırmacy

# THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT CONTRACT

1) NCJ Number:	9000002319		Fund Number: E073930003
2) Campus/Institute Name:	Memphis	Continuing Educ-	-Pharmacy
	EXIST	ING CONTRACT INFORMATION	
3) Short Description:	Contract amend	ment to increase maximum liability and ch	ange date for Galen Pub.
4) Proposed Vendor:	Name:	GALEN PUBLISHING	
	Vendor Number:	1086843	
	Vendor ID:		
5) Original CTS Number:			000000000
6) Contract Start Date:			05/20/2002
7) <u>Current</u> Contract End Date	IF all Options to Ex	ktend the Contract are Exercised:	06/30/2012
8) <u>Current</u> Total Maximum Co	ost IF allOptions to	Extend the Contract are Exercised:	\$ 2,530,000.00
	PROPOS	SED AMENDMENT INFORMATION	
9) <u>Proposed</u> Amendment #			003
10) Proposed Amendment Effe	ective Date:		01/01/2010
11) Proposed Contract End Da	ate IF <u>all</u> Options to	Extend the Contract are Exercised:	06/30/2012
12) <u>Proposed</u> Amendment Ame	ount		\$ 2,470,000.00
13) <u>Proposed</u> Total Maximum	Cost IF <u>all</u> Options	to Extend the Contract are Exercised:	\$ 5,000,000.00
14) Approval Criteria:  15) Description of the Propose		qualified provider able to furnish service	
		correct start date. This NCJ is to correct the	
amendment effective date.		- This was is to correct the	•
16) Explanation of Need for the	e Proposed Amend	lment:	
programs. This amendmen	it is to increase the he contract date t	he reproduction and dissemination of ASIF e maximum liability from \$2,530,000 to o June 30,2012. This is to correct ld be 01/01/2010.	
17) Name & Address of Vendo institution)	or/Contractor's Cur	rent Principal Owner(s): (not required if propose	ed contractor is a state education
GALEN PUBLISHING			
P.O. BOX 340,166 WEST M	1AIN ST		
SOMERVILLE		NJ 08876	
US USA			
18) Documentation of Office for (required only if the subject states			
19) Documentation of Departm (required only if the subject s			
20) Documentation of State Ar (required only if the subject s		ent: N/A struction or real property related services)	
21) Description of Procuring A	Agency Efforts to lo	dentify Reasonable, Competitive, Procuremen	t Alternatives:

	Galen is the only publisher of ASIP programs and materials. The amendment is needed to continue the service.	describent comments of second
2	22) Justification for the Proposed Non-Competitive Amendment:	
	Galen is the only vendor who can perform this service.	

# THE UNIVERSITYOF TENNESSEE CONTRACT AMENDMENT

	n the University of Tennessee (hereinafter University) and actor), which Contract was signed by the University on <u>05/17/2002.</u>
This Contract amendment consists of this o	cover page, the University's Standard Terms and Conditions and
	ne Contractor agree to the following amendment:  38 to increase the University's total maximum liability from \$2,530,000 to 2010 through June 30, 2012.
All other terms remain unchanged.	
In witness of their acceptance of the terms of this agauthorized representatives.	greement, the parties have had this Contract executed by their duly
FOR CONTRACTOR:	FOR UNIVERSITY:
Signature	Department Name
Printed Name	Responsible Account (if applicable)
Title	Administrative Signature (optional)
Address	Administrative Printed Name
	Authorized Official Signature
	Anthony A. Ferrara, Vice Chancellor Finance & Operations Authorized Official Name (printed)
Telephone Number	Date

Date

#### STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this
  Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/he responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract



#### VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 6, 2009

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8<sup>th</sup> Floor
Nashville, TN 37243-0057

RECEIVED

APR 0 9 2009

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee Health Science Center received approval from the Fiscal Review Committee on May 1, 2008 for a contract amendment with Galen Publishing, LLC. This amendment extended the current contract for one additional year, through January 31, 2009 with no increase in maximum liability. The original contract was first reviewed and approved by the Committee on November 16, 2006.

In a recent review of their contracts, the staff at the Health Science Center found the date on this contract amendment was incorrect and should have been for two additional years, or through January 31, 2010. The maximum liability remains unchanged from the \$2,530,000 approved by the committee.

Due to this clerical error, we are requesting consideration by the Fiscal Review Contract Subcommittee to allow an extension for another year without further review by the committee. If, however, you feel that a review by the committee is necessary, we will request the UT Health Science Center present the contract to the Committee for consideration.

Thank you for your assistance in this matter.

Sincerely,

Sylvia Shannon Davis

Vice President for Strategic Planning

and Operations

Sylva Maris

c: Tony Ferrara

Sandra Pulliam



### GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

### Rep. Charles Curtiss, Chairman

#### Sen. Douglas Henry, Vice-Chairman Senators

Reginald Tate

Jamie Woodson

Representatives

Curtiss Johnson Gerald McCormick

Mary Pruitt

Speaker Jimmy Naifeh, ex officio

Craig Fitzhugh, ex officio

Donna Rowland

David Shepard Curry Todd

Eddie Yokley

Doug Jackson Bill Ketron

Paul Stanley

Randy McNally, ex officio

Lt. Governor Ron Ramsey, ex officio

### MEMORANDUM

TO:

Dr. John D. Petersen, President

University of Tennessee

FROM:

Charles Curtiss, Chairman, Fiscal Review Committee

Bill Ketron, Chairman, Contract Services Subcommittee

DATE:

May 1, 2008

SUBJECT

Contract Comments

(Contract Services Subcommittee Meetings 4/21 & 4/28)

### RFS# N/A

Department: University of Tennessee/Health Science Center

Contractor: Galen Publishing, LLC

Summary: Vendor is responsible for producing and distributing the University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal, obtaining funding for projects specially related to the Journal, and for developing any related educational materials. The amendment extends the current contract for one additional year, through January 31, 2009. The maximum liability remains the same.

Maximum liability: \$2,530,000

Maximum liability with amendment: \$2,530,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

Ms. Sylvia Davis, Vice President for Administration and Finance



VICE PRESIDENT FOR STRAIEGIC PLANNING AND OPERATIONS

April 15, 2008

RECEIVED

APR 1 5 2008

FISCAL REVIEW

Mr. Jim White **Executive Director** Fiscal Review Committee 320 Sixth Avenue, North -- 8th Floor

Nashville, TN 37243-0057

Dear Mr. White:

On November 15, 2006, the Fiscal Review Committee approved a contract between the University of Tennessee College of Pharmacy and Galen Publishing, LLC to produce the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities.

Revenues secured by Galen and/or UT provide the Journal's funding support. The grants secured for the Journal come directly to the university for distribution. Under the terms of the agreement UT is entitled to an 8% accreditation fee for grants secured by Galen and a 10% accreditation fee for grants secured by UT. Galen is responsible for any and all expenses associated with the Journal's education programs, including layout, printing, and distribution, which is funded from the remainder of the grant proceeds.

The contract amendment before you for review extends the existing contractual arrangement through January 31, 2009 with no increase in the current maximum liability of \$2,530,000. This is a late contract submittal due to our failure to flag this contract as needing review given this was an extension of time amendment no change in the total liability.

If you have questions or need additional information, please let me know.

Respectfully.

Sylvia Channan Daulo

Sylvia Shannon Davis Vice President for Strategic Planning and Operations

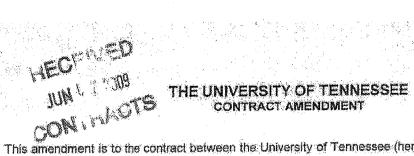
Dr. John D. Petersen C:

Mr Anthony Ferrara

Mr. Anthony Haynes

Dr Pat Wall

Attachments



GALEN PUBLISHING, I	<u>LC</u>	(hereinafter Contractor), which Contract was signed by the
University on	5/17/2002	
This Contract	amendment consists of this c	over page, the University's Standard Terms and Conditions and
O	additional pages.	
By mutual ad	reement. the University and th	e Contractor agree to the following amendment:
	*	uery 31, 2010. The University's total maximum liability will remain the
ame.	in the second the second second in the second	
		마이크 : 100 No. 10 House
	화하다 생각하고 원이 됐는데 없다.	
		경험님들이 아이라 하는 것이 없는 항상을 하고 있는데 회사를 잃어가고 있다.
텔레 가르네워하는	가루의 성고, 그리 글어지?	
All other terms	s remain unchanged.	
and the second second		preement, the parties have had this Contract executed by their duly
i witness of their acci uthorized representa	aprance of the terms of this ay Noes	heelded frue barries have had this contract executed by their dury
OR CONTRACTOR:		FOR UNIVERSITY:
	7-4-11	
ノノアノベ	-21/17	CE-College of Pharmacy
gnature		Department Name
sk M. Ciatterelli		E073930005
rinted Name		Responsible Account (if applicable)
0	원하다 하다 보는 사람이 없는	
		Administrative Signature (optional)
		Administrato Administrativo
D. Box 340		
ddress		Administrative Printed Name
3 West Main Street		Dimer-
		Autnorized பிடிவு Signature
merville, NJ 08876		Anthony A. Ferrara, Vice Chancellor Finance & Operations
		Autyorized Official Name (printed)
8-253-9001		/ MAY 14 2009
elephone Number		Date
-3720202		
o and a facility of the contract of the contra		
ISN or Fed. ID Number		그 그 그 그는 그는 그 전에 하는 그들은 얼마나 있는 그에는 함께 그와 그래 10 선생 맛있다. [2] 중 20 [2]



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 15, 2008

RECEIVED

Mr. Jim White
Executive Director
Fiscal Review Committee

APR 1 5 2008

320 Sixth Avenue, North – 8<sup>th</sup> Floor Nashville, TN 37243-0057

**FISCAL REVIEW** 

Dear Mr. White:

On November 15, 2006, the Fiscal Review Committee approved a contract between the University of Tennessee College of Pharmacy and Galen Publishing, LLC to produce the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities.

Revenues secured by Galen and/or UT provide the Journal's funding support. The grants secured for the Journal come directly to the university for distribution. Under the terms of the agreement UT is entitled to an 8% accreditation fee for grants secured by Galen and a 10% accreditation fee for grants secured by UT. Galen is responsible for any and all expenses associated with the Journal's education programs, including layout, printing, and distribution, which is funded from the remainder of the grant proceeds.

The contract amendment before you for review extends the existing contractual arrangement through January 31, 2009 with no increase in the current maximum liability of \$2,530,000. This is a late contract submittal due to our failure to flag this contract as needing review given this was an extension of time amendment no change in the total liability.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Vice President for Strategic Planning and Operations

C:

Dr. John D. Petersen

Mr. Anthony Ferrara

Sylvia Channer Name

Mr. Anthony Haynes

Dr. Pat Wall

Attachments

			СО	NTRAC	TSU	MMA	R١	/ S	HEET		021406
RFS#			<del>V.,</del>			Contrac	t#				
		332	2.30						996	038	
State A	gency					State Ag	genc	y Div	ision		
Univer	sity of Ter	nessee				Health	Scie	nce C	enter		
Contrac	tor Name	)				Contrac	tor I		EIN or SSN)		
Univer	sity Health	n Systems				C-	or	X	V. 31-162	6179	9
Service	Descripti	ion									
Produc	e the UT	College of Pha		dvanced Studi						,	
Cor	itract BE0	GIN Date	С	ontract END D	ate	Subre			Vendor?		CFDA#
	2/1/200	02		1/31/2010			V	endo/	Γ		N/A
		Statement				ı			_		
N/A	Contrac	tor is on STA			X				n W-9 is on f		
Allotme	nt Code	Cost Cente	er (	Object Code	-	nd	F	undir	ng Grant Cod	le	Funding Subgrant Code
332	2.30	N/A		N/A		/A			N/A		N/A
FY		State	F	-ederal	Interde	partment	tal		Other		TOTAL Contract Amoun
2002-08								\$	2,530,000	0.00	\$ 2,530,000.00
2008-09											*
											-
				.,							-
	-										-
											•
TOTAL:	\$	_	\$		\$		-	\$	2,530,000	.00	\$ 2,530,000.00
		FOR AMEN	DMENTS	ONLY -	State A	gency Fis	cal C	Conta	ct & Telepho	ne#	
FY		Contract & nendments		Amendment ONLY				Sylv	ia Davis, 865-9	74-22	244
2002-08	\$ 2	2,530,000.00			State Ag	gency Bu	dget	Offic	er Approval		
2008-09								n - :-	VD Objets sig		walne and Operations
					Sy	ivia Shan	non	Davis	, VP Strategic	; Plai	nning and Operations
					Funding	Certifica	tion	(certifi	cation, required	by T	.C.A., § 9-4-5113, that there is
					paid that is	in the appr s not otherv	opria vise e	encum	bered to pay ob	oligati	ed expenditure is required to be ons previously incurred)
TOTAL:	\$ 2	2,530,000.00	\$	#							
End Date	1/3	1/2008	1/	31/2010							
Contrac	tor Owne	rship (comple	te only for	base contracts	with contra	ct # prefix: i	FA or	GR)	N/A		
Afric	an Americ	an	Person v	v/ Disability	Hisp	anic			Small Busines	s	NOT disadvantaged
Asiaı	n		Female		Nativ	e America	n	Ŭ	OTHER minori	ty/dis	advantaged—
Contrac	tor Selec	tion Method	(complete	for ALL base co	ntracts— N	I/A to amer	ndme	nts or	delegated author	orities	s)
	RFP	oetitive Negotia	ation	<b>—</b>	ive Negotia on w/ Gove	ation ernment(eg	ı,ID,G	G,GU)	Alter Othe		e Competitive Method
		_							on, Non-Compe	titive	Negotiation, OR Other)
2 100u10			. , (==1116	,		• • • • • •					
The servic which is no	es obtained ot obtainabl	d are based on a le through other	a coopera means.	tive partnership t	hat results	in added re	venu	es for	the University o	of Ter	nnessee College of Pharmacy

# THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	 Date
Of System Since Approval	

	EACH R	EQUEST ITEM BELOW MUST	BE DETAILED OR ADDRESSED AS F	REQUIRED.
1)	UT Tracking Number:	99038		
2)	Campus/Institute Name:	University of Tennessee I	Health Science Center	
		EXISTING CO	NTRACT INFORMATION	
3)	Short Description:	Galen Publishing produce	es the journal UT College ofPharmac	cy Advanced Studies in Pharmacy
4)	Proposed Vendor:	Name:	Galen Publishing, LLC	
		Vendor Number:	1086843	
		Vendor ID:	31-1626179	
5)	Contract#	99038		-
6)	Contract Start Date:			02/01/02
7)	Current Contract End Date	e IF <u>all</u> Options to Extend	the Contract are Exercised:	01/31/08
8)	Current Total Maximum C	ost IF <u>all</u> Options to Exten	d the Contract are Exercised:	\$2,530,000.00
		PROPOSED AN	ENDMENT INFORMATION	
9)	Proposed Amendment #			1
10)	Proposed Amendment Eff	ective Date:		01/31/10
11)	Proposed Contract End D	ate IF <u>all</u> Options to Exten	d the Contract are Exercised:	\$2,530,000.00
12)	Proposed Total Maximum	Cost IF <u>all</u> Options to Ext	end the Contract are Exercised:	\$2,530,000.00
13)	Approval Criteria: (select one)	use of Non-Competitive	Negotiation is in the best interest	of the university
		only one uniquely qualif	ied service provider able to provi	de the service
14)	Description of the Propos	ed Amendment Effects &	Any Additional Service	
			e College of Pharmacy Advanced	Studies in Pharmacy Journal"
Ga	ien Publishing produces the	e University of Tennesse	e College of Friantilacy Advanced	CHANGE BELLIMINING COMMINE

Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities. This amendment continues the publishing arrangement in existance since January 2002 through January 2010.

15) Explanation of Need for the Proposed Amendment:

This amendment continues the publishing arrangement in existance since January 2002 through January 2010.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

Galen Publishing

PO Box 340

Somerville, NJ 08876

- 17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
- 18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
- 19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
- 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

Galen Publishing is the only known vendor in the medical publishing qualified to provide services.

21) Justification for the Proposed Non-Competitive Amendment:

The College has an existing contract with Galen and wishes to expand the existing service dates.

# THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

Galen Publishing, LLC	(hereinafter Contractor), which Contract was signed by
University on May 20, 2	2002
This Contract amendment cor	nsists of this cover page, the University's Standard Terms and Conditions an
0 additional page	
2001001101	~ <del></del>
By mutual agreement, the Uni	niversity and the Contractor agree to the following amendment:
the state of the s	I services through January 31, 2009. The University's total maximum liability will rem
unchanged from \$2,530,000.	
	·
	•
	•
All other terms remain unchan	iged.
n witness of their acceptance of the te	erms of this agreement, the parties have had this Contract executed by their
uthorized representatives.	
OR CONTRACTOR:	FOR UNIVERSITY:
	College of Pharmacy
ignature	Department Name
	E073930005
	• •
rinted Name	E073930005  Responsible Account (if applicable)
rinted Name	E073930005
rinted Name itle	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)
rinted Name itle	E073930005  Responsible Account (if applicable)
rinted Name itle	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)  Administrative Printed Name
rinted Name itle	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature
rinted Name itle	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature  Anthony Ferrara, VC Finance and Operations
Printed Name	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature
rinted Name itle ddress	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature  Anthony Ferrara, VC Finance and Operations
Printed Name Title  Iddress elephone Number	E073930005  Responsible Account (if applicable)  Administrative Signature (optional)  Administrative Printed Name  Authorized Official Signature  Anthony Ferrara, VC Finance and Operations  Authorized Official Name (printed)

#### STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature
  page of this Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.



## GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

#### Rep. Charles Curtiss, Chairman

Representatives

Harry Brooks Curt Cobb

Mary Pruitt Donna Rowland

Dennis Ferguson

David Shepard Frank Niceley Curry Todd

Craig Fitzhugh, ex officio

Speaker Jimmy Naifeh, ex officio

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers Jim Bryson

David Fowler Steve Southerland ·

Steve Cohen

Douglas Henry, ex officio

Lt. Governor John S. Wilder, ex officio

## MEMORANDUM

TO:

Dr. John D. Petersen, President

University of Tennessee

FROM:

Charles Curtiss, Chairman

DATE:

November 16, 2006

SUBJECT:

**Contract Comments** 

(Contract Services Subcommittee Meeting 11/15/06)

RFS# 332.30-01

University of Tennessee/Health Science Center Department:

College of Pharmacy

**Contractor:** 

Galen Publishing, LLC

Summary: This vendor is currently responsible for producing and distributing the University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal, obtaining funding for projects specially related to the Journal; and developing any related educational materials. This amendment eliminates the existing automatic renewal clause in the original contract and provides funding for the term February 1, 2007, through January 31, 2008.

Maximum liability: \$2,530,000

Maximum liability with amendment: \$2,530,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

Ms. Sylvia Davis, Vice President for Administration and Finance cc:



### Vice President for Administration and Finance

711 Andy Holt Tower

Knoxville, TN 37996-0174 Phone: (865) 974-2243 Fax: (865) 974-1324

RECEIVED

November 6, 2006

NOV 0 7 2006

FISCAL REVIEW

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8<sup>th</sup> Floor Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting a non-competitively bid contract exceeding \$250,000 with Galen Publishing, LLC for review in accordance with Public Chapter 413, Public Acts of 2003.

On December 12, 2001, the UT Health Science Center entered into a contract with Galen Publishing, LLC to produce the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities. The original contract period was February 1, 2002 through January 31, 2003. The contract provided for automatic annual renewals unless specifically terminated with a minimum 180 day notification period.

Revenues secured by Galen and/or UT provide the Journal's funding support. The grants secured for the Journal come directly to the university for distribution. Under the terms of the agreement UT is entitled to an 8% accreditation fee for grants secured by Galen and a 10% accreditation fee for grants secured by UT. Galen is responsible for any and all expenses associated with the Journal's education programs, including layout, printing, and distribution, which is funded from the remainder of the grant proceeds.

The contract presented to the committee for consideration amends the existing contract to eliminate the automatic renewal clause. This contract has not been before the committee for review as the contract was initiated prior to 2003, did not require any action of our part to renew in subsequent years, and was inappropriately viewed as a revenue contract on our part. The contract amendment corrects these issues and aids in ensuring future contractual amendments, if any, are presented in a timely manner.

Mr. Jim White November 6, 2006 Page 2

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,

Sylvia Shannon Davis

Vice President for Administration and Finance

Attachment

c: Dr. John D. Petersen

Mr. Anthony Ferrara

Sylvia Shannen avis

Mr. Anthony Haynes

Dr. William Owen

				C	ONT	RAC	T SU	MMA	R)	S	HEET				021406
RFS#								Contrac	t#						
			332.30	)-01-	07						N	l/A			
State A	gency							State A	genc	y Div	ision				
Univer	sity of Te	nness	ee					Health	Scie	nce (	Center - Colle	ge of	Pharmacy		
Contrac	tor Nam	0						Contrac	tor I	D#(	FEIN or SSN)				
Galen	Publishin	g, LL(	C					C-	or	Х	V-				
Service	Descrip	tion													
				armac			es in Pha					e Izanas Zein	**************************************		Backur Vermereeue
Cor	itract BE	esympto-mic	)ate		Contrac	Terester and the second	ate	Subre	saddown andern	HIEMONTHUS	r Vendor?		99999999999999999	DA#	
mattalleri va telligilist	2/1/20 ach TRUE		20 mars 200 200 200 200 200 200 200 200 200 20	v Picture retreet	1/3	1/2008	alle sterile same estat	:	V	endo/	r ************************************	landolitas	Q=(6.00)	N/A	
The Conference of the State of	Contrac	me on poster	Participal Committee	DC			Х	Contrac	tor's	For	n W-9 is on f	ile in	Accounts		
	nt Code	.,	st Cente		Object	Code		nd			ng Grant Cod	(Cetamic turner)		Subgrant	Code
ere in the second second	2.30	Carlo and	N/A		N/A	SNAME CONTRACTOR OF THE	annia timo as increaseas	/A		ente fellome	N/A			N/A	
FY		State			Federa			partmen	tal		Other		TOTAL C	ontract A	mount
2002	######################################		es, and essential	1866620111111665	17.25	CONTRACTOR SOLD			3,000,000	\$		-	\$		-
2003			············							\$		-	\$		-
2004								<del></del>		\$		-			
2005					<del></del>			· · · · · · · · · · · · · · · · · · ·		\$		-			
2006									$\neg \uparrow$	\$		_			
2007										\$	2,530,000	0.00	\$	2,530,0	00.00
TOTAL:	\$		-	\$		-	\$		-	\$	2,530,000	0.00	\$	2,530,0	00.00
	OMPLET	E FO	RAMEN		TS ONL	<i>1</i> —	State Ac	ency Fis	cal C	onta	ct & Telepho				
FY	Base Prior A	1-1150000	ASSESSMENT OF THE PROPERTY.	THI	S Ameno ONLY	182				(Interpression)	⁄ia Davis, 865-9	180,000	243		
2002 - 2006	\$		-	\$		-	State Ac	ency Bu	dget	Offic	er Approval				
2007	\$		-	\$	2,530,	00.000		Sylvia Sl	hann	on Da	avis, VP Adm	inistra	ation and F	inance	
							a balance	in the appr	opriat	ion fro	cation, required on which the ol bered to pay of	oligate	d expenditu	re is require	ed to be
TOTAL:	\$			\$	2 530	00.00									
End Date	Ψ			<u>Ψ</u>	1/31/200										
	tor Owa	rchin	i <i>l</i> eomple	to only			vith contrac	t# orefiv l	Δ or	(B)	Ν/Δ				
12-22-6-39-22-22-22-2	an Americ	(3Z) (1927-193)		SKREWESKY, T.N.	ı w/ Disak	201200000000000	Hisp		10000000	28,419,600,000	Small Busines	s	NOT d	isadvantag	jed
Asia				Femal		,		e America	n F		OTHER minori	L			
Contrac	tor Selec	tion I	Vethod	(comple	ete for ALI	. base co	ntracts— N	/A to amen	dmer	nts or i	delegated auth	orities	)		
	RFP	1000-0000000000000000000000000000000000		12102-07-04-00		ompetiti	ve Negotia	ition		2111000011000	Alter	native	e Competiti	ve Method	
X	Non-Com	petitiv	e Negotia	tion		legotiatio	on w/ Gove	rnment(eg	,ID,GG	3,GU)	Othe	r			
Procure	ment Pro	cess	Summa	r <b>y</b> (cor	nplete for	Alternativ	e Method,	Competitiv	e Neg	otiátic	on, Non-Compe	titive	Negotiation,	OR Other)	
The servic				•	•	ership tha	nt results in	added reve	enues	s for th	ne University of	Tenne	essee Colle	ge of Pharm	nacy

# THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date

	EACH R	EQUEST ITEM BELOW MUS	T BE DETAILED OR ADDRESSED AS	REQUIRED.
1)	UT Tracking Number:			
2)	Campus/Institute Name:	Memphis		
		EXISTING CO	ONTRACT INFORMATION .	
3)	Short Description:	Galen Publishing produce	es the journal UTCOP Advanced Stu	idies in Pharmacy.
4)	Proposed Vendor:	Name:	Galen Publishing, LLC	
		Vendor Number:		
	· .	Vendor ID:		
5)	Contract #	#75438		
6)	Contract Start Date:			February 1, 2002
7)		e IF <u>all</u> Options to Extend t	the Contract are Exercised:	January 31, 2003 with automatic renewal each year
8)			d the Contract are Exercised:	\$0
		PROPOSED AM	ENDMENT INFORMATION	
9)	Proposed Amendment #			
10)	Proposed Amendment Effe			February 1, 2007
11)	Proposed Contract End Da	ite IF <u>all</u> Options to Extend	d the Contract are Exercised:	January 31, 2008
12)	Proposed Total Maximum (	Cost IF all Options to Exte	end the Contract are Exercised:	\$2,530,000
	Approval Criteria: (select one)	use of Non-Competitive I	Negotiation is in the best interest	of the university
		only one uniquely qualifi	ed service provider able to provid	e the service
14)	Description of the Propose	d Amendment Effects & A	uny Additional Service	

So that the College of Pharmacy can determine the approximate revenue stream from Galen. 15) Explanation of Need for the Proposed Amendment: So that UT can determine the programs and amounts Galen will procure during the fiscal year. 16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution) PO Box 340, Somerville, NJ 08876 N/A 17) Documentation of Office for Information Resources Endorsement: (required only if the subject service involves information technology) 18) Documentation of Department of Personnel Endorsement: (required only if the subject service involves training for state employees) 19) Documentation of State Architect Endorsement: (required only if the subject service involves construction or real property related services) 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

Galen Publishing is the only vendor in medical publishing qualified to provide service.

21) Justification for the Proposed Non-Competitive Amendment:

The College has an existing contract with Galen and wishes to expand and modify the agreement.

SSN or Fed. ID Number

Nov. 10 2006 12:15 College of Pharmacy 901-448-1060

#### THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

	•	(hereinafter Contractor), which Contract was signed by the
University on	May 20, 2002	
This Contract am	nendment consists of this co additional pages.	over page, the University's Standard Terms and Con litions and
By mutual agreer	ment, the University and the	Contractor agree to the following amendment:
Imending contract#754:38	for the following:	
. The terms of this amendr	ment are effective February 1,	2607.
. This agrement terminales	on January 31, 2008.	
. The University will pay Ga rograms as shown on the a	alen Publishing up to a total of diached.	\$2,530,000.0 for the reproduction and dissemination of 1/ 12 ASIP
Proposed budget of CE p	rograms in the amount of \$2,7	80,000,000
UT shall only be entitled a rogram conducted and disse arrie and logo.	in accreditation fee equal to 89 eminated under the University	% of the total grant secured by Galen for each and every a lucational of Tennessee College of Pharmacy Advanced Studies in linarmacy
All other terms of this agre	sement will remain the same.	
All other terms rem	nain unchanged.	
witness of their acceptanthorized representatives.	ice of the terms of this sore	ement, the parties have had this Contract executed by their duly  FOR UNIVERSITY:
	ice of the terms of this sore	
witness of their acceptanthorized representatives.	nce of the terms of this egre	
witness of their acceptant thorized representatives.  PECONTRACTOR:  Training  TACK M.	ice of the terms of this sore	FOR UNIVERSITY:  Department Name  Responsible Account (If applicable)
witness of their acceptant thorized representatives.  PECONTRACTOR:  Their acceptant their acc	nce of the terms of this egre	Department Name  Responsible Account (If applicable)  Administrative Signature (optional)
witness of their acceptant thorized representatives.  PR GONTRACTOR:  hature  ted Name	nce of the terms of this egre	Department Name  Responsible Account (If applicable)
witness of their acceptant thorized representatives.  PROPRIECTOR:  Treature  TACK M.  Interest Co.  The Co.  T	CIATTACE	Department Name  Responsible Account (If applicable)  Administrative Signature (optional)
witness of their acceptant thorized representatives.  PROPERTY ACTOR:  THE TOTAL MARKET M.  Ited Name  3/ ED  P.D. BOX  Ireas  Som EXCULLE,	CIATTACE	Department Name  Responsible Account (If applicable)  Administrative Signature toptional)  Administrative Printed Name

CE PROGRAM PROJECTION Galen Publishing For the period 7/1/2006-6/30/2007

Date	Therapeutic Area	Funding Company	ď	ogram Award	Am	Amount to COP
January, 2007	Anesthesia	Organon	69	200,000,00	69	16.000.00
January, 2007	MS	Biogen/Idec	- €9	200,000,00	<b>€</b>	16,000,00
January, 2007	Anemia	Ortho Biotech	બ	200,000,00	₩.	16,000,00
February, 2007	Oncology	Pfizer	69	300,000,000	69	24,000.00
February, 2007	Cardiology	BMS	69	\$ 200,000.00	S	16,000.00
March, 2007	Dyslipidemia	KOS Pharma	ഗ	250,000.00	(A)	20,000,00
April. 2007	Dyslipidemia	KOS Pharma	69	450,000.00	69	36,000,00
May, 2007	Oncology	Celgene	↔	200,000.00	69	16,000.00
May, 2007	Oncology	BMS	69	350,000.00	- 69	28,000,00
May, 2007	Diabetes	Takeda	↔	400,000.00	₩,	32,000,00
				•		-
TOTAL			↔	2,750,000.00	69	220,000.00

#### STANDARD TERMS AND CONDITIONS

- 1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Temessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely
  under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- Any partners or employees of the Contractor who are also employees of the University.
- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

## OPERATING AGREEMENT

This Operating Agreement ("Agreement") is made and entered into this 12th of December 2001 by and between Galen Publishing, LLC (hereinafter referred to as "Galen") and The University of Tennessee through College of Pharmacy (hereinafter referred to as "UT"). Galen Publishing will produce the Journal, UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY with the University of Tennessee providing the academic base and editorial board for the Journal. The terms of this agreement are as follows:

- UT, will provide University/academic base for the Journal, the editorial board for the Journal, approve or reject any project for the Journal. The UT College of Pharmacy has the right to veto any project if deemed inappropriate for any reason; provide the accreditation for Pharmacy Continuing Education Credits for the material in the Journal, conferences, symposiums or round table discussions that are held in conjunction with the Journal; identify faculty for the Journal or other programs from full-time, part-time, or volunteer UT faculty or from faculty outside UT; work cooperatively with Galen to identify projects for the Journal, symposiums, or round table discussions; identify companies who would be potential sponsors of specific Journal topics.
- Galen, will provide the production and distribution of the Journal, conference or round table discussion proceedings; sales force to call on companies to obtain funding for projects related specifically to the Journal; editorial and meeting management staff for development of educational materials including the Journal, satellite symposiums for meetings and round table discussions on specific topics.
- Galen, a New Jersey Domestic Limited Liability Company, is exclusively recognized and exclusively licensed by UT to solicit unrestricted educational program grants ("grant" or "grants") for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- During the term of this agreement, Galen is given the exclusive right to conduct and disseminate educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- During the term of this agreement, no party other than Galen, whether affiliated with UT or not, shall have the right to conduct and disseminate educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- So long as this agreement is in effect, UT shall not, in any manner whatsoever, contract, organize, or assist, either internally or with external parties, in the development, solicitation, conduction, and/or dissemination of an educational program format similar to or competing directly with the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY forum. This provision is not meant to impede UT's relationship with existing Journals (i.e. The American Journal of Managed Care) or any other Journals or educational program titles in existence prior to or following the execution of this agreement. The purpose of the provision is to prevent any party, internal or external to UT, from affiliating with UT, in any manner whatsoever, for purposes of creating a new UT Journal or other educational forum that competes or interferes with the purposes of UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY.

- Except for rights granted to Galen hereunder, UT retains complete jurisdiction and ownership of UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY name and logo and any and all other names, logos, symbols, icons, etc. affiliated with the University of Tennessee and/or its College of Pharmacy. Galen retains complete jurisdiction and ownership of the ADVANCED STUDIES IN PHARMACY name and logo and any and all other names, logos, symbols, icons, etc. affiliated with Galen.
- Subject to Provision 7, UT and Galen agree that the copyright to all editorial content for any and all programs disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo will be owned outright and exclusively by Galen.
- Both UT and Galen reserve the right to reject any grant solicited by the other party for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- Upon accepting any grant solicited by Galen for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo, UT shall assist in providing faculty recommendations, selection and availability so that programs can be completed in a thorough and timely manner. Further, all program content and participating faculty must receive the approval of UT, since UT alone shall take full responsibility for the academic quality of each program it sponsors and accredits. In addition, by accrediting programs, UT alone shall ensure that all programs meet American Council on Pharmaceutical Education (ACPE) standards and shall, in association with Galen, maintain any and all program information required by ACPE to be kept on file.
- Galen retains complete and absolute control over determining the size of each and every grant and any and all operational issues, excluding Provision 9 and Provision 10 above, or any and all other ACPE related issues, pertaining to the execution of all educational programs conducted and disseminated under this Agreement.
- This agreement shall remain in effect from February 1, 2002 through January 31, 2003 and shall automatically renew for each subsequent twelve (12) month period provided that either party hereto shall have the right to terminating this agreement no less than one-hundred eighty (180) days (notification period) after providing the other party with written notice by registered mail. During the notification period, any and all grants solicited by Galen or UT and accepted by the other party as defined under Provision 10 above shall be conducted and disseminated under good faith and by the provisions set forth herein which bind both UT and Galen.
- Except as other wise provided in this agreement, UT must obtain prior consent from Galen before UT uses THE ADVANCED STUDIES IN PHARMACY name and logo or any and all other names and logos owned by or affiliated with Galen. Conversely, and except as otherwise provided in this agreement, Galen must obtain prior consent from UT before Galen uses the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY names, logos, symbols, icons, etc. owned by or affiliated with UT.
- All provisions in this Agreement are assignable, including and subject to Provision 12 above, in the event of transfers of ownership by Galen or organizational and/or departmental restructuring by UT.

- All grants solicited by Galen for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY shall be forwarded directly to UT.
- Galen shall, as under the rights granted it in provision 11, be responsible for any and all expenses associated with any and all educational programs, including any and all expenses associated with participating faculty, conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 17) UT shall only be entitled an accreditation fee equal to 5% of the total grant secured by Galen for each and every educational program conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo. If UT has solicited and secured a grant solely as a result of its own initiative and undertaking for an educational program conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo, UT shall be entitled an accreditation fee equal to 10% of the total grant.
- Payment of UT's accreditation fee, as defined in provision 17 above shall occur as grants are received by UT. Galen shall receive from UT within 60 days of receipt of the grant by UT the remainder of the grant, after the accreditation fee as well as the honoraria and travel expenses for all participating UT faculty for that particular program are deducted. Galen shall reimburse UT for all participating UT faculty for any particular program where the amount withheld by UT is less than the honorarium and travel expenses. Conversely, UT shall forward to Galen any amount of the grant withheld by UT that exceeds any and all travel expenses for all UT faculty for any particular program.
- Galen agrees to provide UT, on a quarterly basis, with a roster of all "Previously Completed" and "In Progress" educational programs utilizing the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 20) UT authorizes Galen to utilize the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY stationery, as provided to solicit grants for purposes of conducting and disseminating educational programs as described herein.
- If the meeting or activity which is the subject of this contract is to occur at a location chosen by the contractor and not at the University of Tennessee, the contractor certifies that this meeting or activity will not occur at an establishment of facility which does not afford full membership rights and privileges to a person because of sex, race, creed, color, religion, ancestry, national origin, or disability.
- The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, T.C.A. 9-8-301, et seq., which provides for a limited waiver of the State's sovereign immunity in specified cases, up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of The University of Tennessee for damages, losses, or costs, arising out of or related to acts performed by the University under this contract is governed by the provisions of said Act.

We hereby agree to all of the provisions set forth above.

GALEN PUBLISHING, LLC

Jack M. Ciattarelli, Member

THE UNIVERSITY OF TENNESSEE

Vice President